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**STOCK PURCHASE AGREEMENT**

THIS STOCK PURCHASE AGREEMENT (“Agreement”) is entered into as of the 20<sup>th</sup> day of April 2022 (“Effective Date”), by and among Platinum Neighbors, Inc., a Texas corporation (“PNI”), Noble Health Corp. (“NHC”), Noble Health Services, Inc. (“NHS”) (NHC and NHS, collectively the “Company”) and the stockholders of the Company (collectively, the “Sellers”) for the transfer of all of the outstanding capital stock (the “Stock”) of the Companies.

**BACKGROUND**

The Company owns, operates and manages medical facilities, real estate and businesses at the Locations (“Business Operations”);

Sellers desire to transfer, and PNI desires to purchase, the Stock, resulting in PNI owning the Company and Business Operations; and

PNI desires to assume Sellers’ obligations to creditors.

**AGREEMENT**

The terms and conditions are as follows:

1. The Company owns the following entities: Noble Health Corp, a Missouri company, Noble Health Service, Inc. and Missouri company, Noble Health Management, LLC, a Missouri limited liability company, Noble People, LLC, a Missouri limited liability company, Noble Health Real Estate, LLC, a Missouri limited liability company and Noble Health Real Estate I, LLC, a Missouri limited liability company, Noble Health Real Estate II, LLC, a Missouri limited liability company (together with Company, “Noble” or “Provider”). Noble owns, operates and manages medical care facilities referred to as follows: Audrain Community Hospital; 620 East Monroe Street, Mexico, Missouri 65265; Callaway Community Hospital; 10 South Hospital Drive, Fulton, MO 65251; Callaway Community Clinics; 850 North Hospital Drive, Fulton, Missouri 65251; Pain Management & Ortho; 615 E. Promenade (Stribling Bldg), Mexico, MO 65265; Cancer Center; 713 E. Jackson (Cancer Center Bldg), Mexico, MO 65265; Corner Stone Clinic; 605 E. Promenade, Suite A, Mexico, MO 65265; Vandalia Medical Clinic; 204 West Washington Street, Vandalia, Missouri 63382; Montgomery City Medical Clinic; 240 North Pickering Street, Montgomery City, Missouri 63361; Wellsville Medical Clinic; 111 West Bates Street, Wellsville, Missouri 63384; Perry Medical Clinic; 1223 Main Street, Perry, Missouri 63462; Clinic Admin Office; 626 E. Summit Street, Suite K, Mexico, Missouri 65265; and Women’s Health; 626 E. Summit Street, Suite J, Mexico, Missouri 65265,

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- and any other properties owned or operated by Company (the "Locations").
2. On the Effective Date, April 20<sup>th</sup>, 2022, PNI shall purchase and accept from Sellers, and Sellers shall sell, transfer and assign to PNI, all of the Stock. PNI will pay Sellers Two Dollars, which is allocated among the Companies as follows: One Dollar for the outstanding capital stock of NHC and One Dollar for the outstanding capital stock of NHS.
  3. Sellers shall transfer all Stock with control to PNI in the real property; financial assets, including but not limited to accounts, contracts, insurance policies, AR and AP (with schedule), going business, Intellectual Property, hardware, software, information in whatever format, equipment and assets at the Locations ("Business Operations").
  4. PNI shall assume all Company business debt and will negotiate in good faith for payment or settlement.
  5. PNI shall indemnify and hold harmless Sellers, guarantors, both corporate and personal and any affiliates of Sellers for all Company business debt. As a result of the sale of the Stock to PNI, PNI shall assume all Noble debt ("Noble Debt") and will negotiate in good faith for payment or settlement of the Noble Debt. PNI shall refinance the Noble Debt, resulting in the (i) payment in full or settlement of all amounts owed by Noble under the Noble Debt and (ii) release of Sellers and any affiliates of Sellers from any personal or corporate guarantees under the Noble Debt. This includes Noble Health Corp., Noble Health Servicers, Noble Health Management LLC, Noble People, LLC, Noble Health Real Estate, LLC, Noble Audrain Inc, Noble Fulton, Inc. and any other subsidiaries that are encompassed.
  6. Upon ownership of the real estate and Business Operations, PNI will obtain refinancing.
  7. PNI will pay Polsinelli Law Firm \$50,000.00 and \$25,000.00 per month thereafter until Polsinelli's discounted legal fees incurred by Company prior to the date above have been paid.
  8. Except as required under law and licensing, Company retains all professional medical malpractice liability. Company insures all professional medical malpractice risk. Company indemnifies, will defend and reimburse PNI, its owners, management, directors, staff and assigns for all professional medical malpractice liability costs and expenses, whether directly or indirectly incurred.
  9. Upon transfer of Stock to PNI, Business Operations will remain in the name of Company, at PNI's sole discretion.
  10. PNI accepts full authority and control of the Business Operations at all Locations.
  11. Upon transfer of the Stock to PNI, Company's, including all existing member' and users', signing authority will be removed and PNI's signing authority added on all accounts, of whatever kind. At the above date of this Agreement, Company will cease making expenditures without PNI's prior written approval.
  12. Company will produce, execute and deliver all documents, as well as do or cause to be done all acts necessary for the carrying out of the Stock transfer, as requested by PNI, and in no case will Company take longer than 3 calendar days to comply with PNI's reasonable requests to produce documents.
  13. This agreement shall be governed by the law of the State of Texas without regard to the choice-of-law principles of Texas law. Any controversy or claim arising out of or relating to this agreement or the breach of it which is not amicably settled between the parties shall be settled by mediation in accordance with the rules then in existence by the American Arbitration Association with hearings to take place in Dallas, Texas. Any award made may include all commissions or fees received as a result of business conducted pursuant to this agreement, plus all mediation costs, attorney's fees, and other charges and damages deemed fair by the mediator.
  14. No dividend or distribution shall be paid until the debt is paid in full or guarantors are released.
  15. If the dispute cannot then be resolved through mediation, the Parties agree to non-jury litigation.

THE PARTIES HEREBY UNCONDITIONALLY WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY AND ALL CLAIMS OR CAUSES OF ACTION ARISING FROM OR RELATING TO THEIR RELATIONSHIP. THE PARTIES ACKNOWLEDGE THAT A RIGHT TO A JURY IS A

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CONSTITUTIONAL RIGHT, THAT THEY HAVE HAD AN OPPORTUNITY TO CONSULT WITH INDEPENDENT COUNSEL, AND THAT THIS JURY WAIVER HAS BEEN ENTERED INTO KNOWINGLY AND VOLUNTARILY BY ALL PARTIES TO THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

16. No failure or delay on the part of either party in exercising any right hereunder shall operate as a waiver of, or impair, any such right. No single or partial exercise of any such right shall preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right shall be effective unless given in writing. No waiver of any such right shall be deemed a waiver of any other right hereunder.
17. All notices, including but not limited to, waivers, releases, modifications and communications under this Agreement must be writing and (i) hand delivered, (ii) sent by registered mail, return receipt requested, (iii) electronic mail, or (iv) sent by a nationally recognized overnight delivery service for next day delivery, properly addressed to the parties below:

Sellers: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_

Buyer: Platinum Neighbors, Inc  
801 S. Hwy 78, Suite 307  
Wylie, TX 75098  
Attention: CEO  
Email: ryan@platinumteam.org

18. This Agreement contains the entire agreement and complete understanding of the parties. This Agreement supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between the parties, whether written or oral, relating to this subject matter. The parties acknowledge and agree they have not relied on any representations except those set out in this Agreement.
19. This Agreement and any amendments may be executed and delivered by electronic means in multiple counterparts, each deemed to be an original and all of which will constitute one agreement that binds all the parties despite all parties not signing the same counterpart.

The Parties agree to the terms of this Agreement.

SIGNATURES CONTINUED ON NEXT PAGE

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**SELLERS:**

**Noble Health Corp.**

NC Holdings, LLC

Shareholder

By: Jeremy Tasset

Name: Jeremy Tasset

Title: Authorized Agent

By: Donald R. Peterson

Name: Donald R. Peterson

Title: Shareholder

By: Peterson Irrevocable Trust

Name: Peterson Irrevocable Trust

Title: Shareholder

By: \_\_\_\_\_

Name: Thomas W. Carter

Title: Shareholder

By: \_\_\_\_\_

Name: William Andrew Solomon

Title: Shareholder

**SELLERS:**

**Noble Health Services, Inc.**

By: Donald R. Peterson

Name: Donald R. Peterson

Title: Shareholder

By: \_\_\_\_\_

Name: Thomas W. Carter

Title: Shareholder

By: \_\_\_\_\_

Name: William Andrew Solomon

Title: Shareholder

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NEIGHBORS

A PLATINUM CO.

**SELLERS:**

Noble Health Corp.

NC Holdings, LLC  
Shareholder

By: \_\_\_\_\_  
Name: Jeremy Tasset  
Title: Authorized Agent

By: \_\_\_\_\_  
Name: Donald R. Peterson  
Title: Shareholder

By: \_\_\_\_\_  
Name: Peterson Irrevocable Trust  
Title: Shareholder

By: Thomas W. Carter  
Name: Thomas W. Carter  
Title: Shareholder

By: William Andrew Solomon  
Name: William Andrew Solomon  
Title: Shareholder

**SELLERS:**

Noble Health Services, Inc.

By: \_\_\_\_\_  
Name: Donald R. Peterson  
Title: Shareholder

By: Thomas W. Carter  
Name: Thomas W. Carter  
Title: Shareholder

By: William Andrew Solomon  
Name: William Andrew Solomon  
Title: Shareholder

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Noble Health Audrain, Inc. Missouri Non-Profit  
By Resolution

By: \_\_\_\_\_

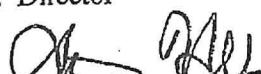
Name: Sheila Ennis

Title: Director

By:  \_\_\_\_\_

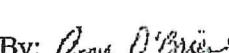
Name: Dr. Joseph Corrado

Title: Director

By:  \_\_\_\_\_

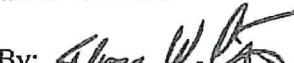
Name: Steve Hobbes

Title: Director

By:  \_\_\_\_\_

Name: Amy Obrien

Title: Director

By:  \_\_\_\_\_

Name: Thomas W. Carter

Title: Director

By:  \_\_\_\_\_

Name: William Andrew Solomon

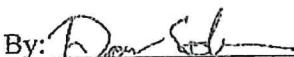
Title: Director

Noble Health Fulton, Inc. Missouri Non-Profit  
By Resolution

By:  \_\_\_\_\_

Name: Tom Carter

Title: Director

By:  \_\_\_\_\_

Name: William Andrew Solomon

Title: Director

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Noble Health Audrain, Inc. Missouri Non-Profit  
By Resolution

By: Sheila M. Ennis  
Name: Sheila Ennis  
Title: Director

By: Joseph Corrado  
Name: Dr. Joseph Corrado  
Title: Director

By: Steve Hobbes  
Name: Steve Hobbes  
Title: Director

By: Amy O'Brien  
Name: Amy Obrien  
Title: Director

By: Thomas W. Carter  
Name: Thomas W. Carter  
Title: Director

By: William Andrew Solomon  
Name: William Andrew Solomon  
Title: Director

Noble Health Fulton, Inc. Missouri Non-Profit  
By Resolution

By: Tom Carter  
Name: Tom Carter  
Title: Director

By: William Andrew Solomon  
Name: William Andrew Solomon  
Title: Director

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801 S HWY 78, Suite 307 - Wylie TX 75098



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**SELLERS:**

Noble People, LLC

By: 

Name: Donald R. Peterson

Title: Member

By: \_\_\_\_\_

Name: Thomas W. Carter

Title: Member

By: \_\_\_\_\_

Name: William Andrew Solomon

Title: Member

**SELLERS:**

Noble Health Management, LLC

By: 

Name: Donald R. Peterson

Title: Member

By: \_\_\_\_\_

Name: Thomas W. Carter

Title: Member

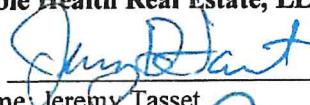
By: \_\_\_\_\_

Name: William Andrew Solomon

Title: Member

**SELLERS:**

Noble Health Real Estate, LLC

By: 

Name: Jeremy Tasset

Title: Authorized Agent

By: 

Name: Donald R. Peterson

Title: Shareholder

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**SELLERS:**

**Noble People, LLC**

By: \_\_\_\_\_

Name: Donald R. Peterson

Title: Member

By:   
\_\_\_\_\_  
Name: Thomas W. Carter

Title: Member

By:   
\_\_\_\_\_  
Name: William Andrew Solomon

Title: Member

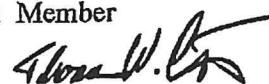
**SELLERS:**

**Noble Health Management, LLC**

By: \_\_\_\_\_

Name: Donald R. Peterson

Title: Member

By:   
\_\_\_\_\_  
Name: Thomas W. Carter

Title: Member

By:   
\_\_\_\_\_  
Name: William Andrew Solomon  
Title: Member

**SELLERS:**

**Noble Health Real Estate, LLC**

By: \_\_\_\_\_

Name: Jeremy Tasset

Title: Authorized Agent

By: \_\_\_\_\_

Name: Donald R. Peterson

Title: Shareholder

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By: \_\_\_\_\_

Name: Thomas W. Carter

Title: Shareholder

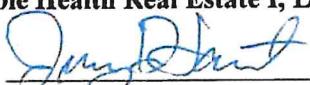
By: \_\_\_\_\_

Name: William Andrew Solomon

Title: Shareholder

**SELLERS:**

Noble Health Real Estate I, LLC

By: 

Name: Jeremy Tasset

Title: Authorized Agent

By: 

Name: Donald R. Peterson

Title: Shareholder

By: \_\_\_\_\_

Name: Thomas W. Carter

Title: Shareholder

By: \_\_\_\_\_

Name: William Andrew Solomon

Title: Shareholder

**SELLERS:**

Noble Health Real Estate II, LLC

By: 

Name: Jeremy Tasset

Title: Authorized Agent

By: 

Name: Donald R. Peterson

Title: Shareholder

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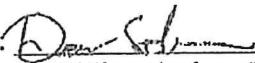
# PLATINUM

NEIGHBORS

A PLATINUM CO.

By: 

Name: Thomas W. Carter  
Title: Shareholder

By: 

Name: William Andrew Solomon  
Title: Shareholder

## SELLERS:

### Noble Health Real Estate I, LLC

By: \_\_\_\_\_  
Name: Jeremy Tasset  
Title: Authorized Agent

By: \_\_\_\_\_  
Name: Donald R. Peterson  
Title: Shareholder

By:   
Name: Thomas W. Carter  
Title: Shareholder

By:   
Name: William Andrew Solomon  
Title: Shareholder

## SELLERS:

### Noble Health Real Estate II, LLC

By: \_\_\_\_\_  
Name: Jeremy Tasset  
Title: Authorized Agent

By: \_\_\_\_\_  
Name: Donald R. Peterson  
Title: Shareholder

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By: Thomas W. Carter

Name: Thomas W. Carter  
Title: Shareholder

By: William Andrew Solomon

Name: William Andrew Solomon  
Title: Shareholder

**BUYER:**

Platinum Neighbors, Inc.

By: Ryan Cole

Name: Ryan Cole  
Title: CEO

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